

HUMAN SERVICES BOARD

INTRODUCTION

FINDINGS OF FACT

2. On March 1, 2001, the petitioner's dentist was paid by PATH for the extraction of two teeth. This visit is not an issue. The vendor authorization agreement issued on May 9, 2001 authorized payment for the emergency relief of pain, bleeding or infection "per fee schedule". The vendor

authorization agreement issued on May 11, 2001 again authorized payment for the emergency relief of pain, bleeding or infection only. No further restrictions appeared on the forms.

3. Pursuant to those vendor authorizations, the petitioner's dentist installed a total of six permanent caps on the petitioner's teeth. The total cost was \$815 which was billed to PATH. The Department of Dental Health Services, a division of PATH, notified the dentist providing the services that his bill would not be paid because he provided "permanent restorations" to the petitioner, a service that is not covered under emergency procedures. He was advised that he could call the office with additional questions or concerns.

4. The petitioner was notified by her dentist that PATH refused to pay for the emergency services. The petitioner did not allege that the dentist has attempted to bill her for the unreimbursed services or what other harm she might be experiencing based on this lack of payment. It appears that the petitioner fears that she could be billed if PATH does not pay for the permanent restorations. The petitioner says she would not have had the permanent restorations if she had realized that they would not be covered. The petitioner appealed the denial of reimbursement to her dentist.

5. At the hearing, PATH was allowed additional time to submit evidence regarding information about payment which was or should have been in the hands of the petitioner's dentist. An allegation was made that the Department had provided the petitioner's dentist with a copy of "Guidelines for Dental Treatment" for General Assistance along with publications it sends out regularly to dentists. Those "Guidelines" indicate that temporary sedative fillings would be covered for emergency relief of pain, bleeding or infection but that permanent restorations would not be paid under GA vouchers. PATH also alleged that the dentist's office manager admitted that they received the publications but that the dentist was likely unaware that they were applicable in this case.

ORDER

The matter is dismissed as the petitioner lacks standing to pursue this appeal.

REASONS

The regulations governing the General Assistance program allow PATH to approve the payment of emergency dental care to relieve infection bleeding or pain upon the request of the affected individual. W.A.M. 2620 and 2623. Payment to

providers cannot exceed an amount set in a fee schedule and must be for a covered service. W.A.M. 2620.1 and 2623. Coverage under the regulations is limited to enumerated services which include "sedative fillings" but not permanent restorations. W.A.M. 2622. A Vermont statute expressly forbids a provider from "balance billing" the GA recipient in excess of the fee schedule set by the Department. W.A.M. 2620.2, 33 V.S.A. § 6501-6508.

The issue in this case is whether PATH notified the providing dentist that there were restrictions on the type of services which it authorized him to perform on the petitioner so as to justify its refusal to pay for the service actually rendered. The communications and the contract for payment were between PATH and the dentist, not between PATH and the petitioner or between the dentist and the petitioner. Therefore, it must be concluded that the grievance in this case is the dentist's not the petitioner's.

Under statute, the Human Services Board is empowered to hear and decide cases for

. . .any individual requesting a hearing because his or her claim for assistance, benefits or services is denied, or is not acted upon with reasonable promptness; or because the individual is aggrieved by any other agency action affecting his or her receipt of assistance, benefits or services, or license or license application;

or because the individual is aggrieved by agency policy as it affects his or her situation.

3 V.S.A. § 3091(a)

The petitioner asked the Department for emergency assistance in relieving her pain, infection or bleeding. PATH provided the petitioner with a vendor authorization to obtain those services. The petitioner did obtain those services. She has not been denied assistance, benefits or services under the above statute. She is not claiming a grievance based on PATH's policy of non-coverage of permanent restorations in the GA program. Since she has no grievance as described in the above statute, she has no "standing" under the statute to have her claim decided by the Human Services Board. The Department is correct to seek dismissal of this appeal.

The petitioner should be aware that she did not agree to pay for the services provided to her, PATH did. The dentist should have no legal ground to try to recover from the petitioner since she did not authorize the procedures. In fact, as PATH suggests, the dentist may, in addition, be specifically prohibited from law for trying to obtain payment for these services from the petitioner. The grievance in this matter is the dentist's, not the petitioner's. There are avenues for disputation of non-payment of bills from the state

health agency that are available to providers. It is up to the dentist to pursue these avenues for payment if he feels he was wronged.

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